

**AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF MISSOULA**  
**AND**  
**LOCAL 8512**  
**OF THE**  
**MONTANA FEDERATION OF PUBLIC EMPLOYEES**  
**FROM**  
**JULY 1, 2019**  
**THROUGH**  
**JUNE 30, 2021**

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## AGREEMENT

This Agreement is made and entered into between THE COUNTY OF MISSOULA, MISSOULA, MONTANA hereinafter referred to as the Employer and the MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE), Local 8512, hereinafter referred to as the Federation.

## PURPOSE

In consideration of the mutual covenants herein recited, which have been established through mutual collective bargaining procedures as provided for under Montana State statute, for the purpose of defining the wages, hours and other working conditions of the employees of the Employer who are represented by the Federation, the parties to this Agreement hereby agree as follows:

### ARTICLE 1. NONDISCRIMINATION

Section 1: It is the policy of the Employer and the Federation to ensure that all employees are treated equally without regard to their race, color, religion, national origin, age, marital status, ancestry, receipt of public assistance, political beliefs, physical or mental handicap, ex-offender status, or sex; unless sex, ex-offender status, and/or physical or mental handicap relates to a bona fide occupational requirement. Such action to implement this policy shall include: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship and/or on-the-job training for any agency or agencies it deals with.

Section 2: The Employer shall not discriminate against an employee for his or her participation in Association activities.

### ARTICLE 2. RECOGNITION

Section 1: The Employer recognizes the Federation as the exclusive representative for all employees including professional and non-professional but excluding employees who regularly work less than 20 hours per week, administrative staff, members of the MFPE Missoula Registered Nurses, supervisory personnel, management officials, temporary and intermittent/on-call employees.

Section 2: Changes to the bargaining unit membership shall be accomplished according to the procedures established under Montana State law, except that at the discretion of the Employer, inclusion of positions may be accomplished by written stipulation of the Employer upon written request from the Federation.

### ARTICLE 3. EMPLOYEE AND FEDERATION BUSINESS

Section 1: Representatives of the Association shall be permitted to transact Federation business on the Employer's property at reasonable times provided that it does not interfere or interrupt the normal operation of the Employer and provided the following conditions are met:

- A. All such business shall be conducted on the member's own time.
- B. All material to be posted on bulletin boards shall be reviewed and approved by the department head prior to posting.
- C. No more than 10 percent of the total area of any bulletin board may be used to post Federation material.
- D. Permission to use the Employer's meeting or conference rooms shall be obtained from the department head. Such use shall be restricted to employees of the bargaining unit for the period of time approved by the department head.
- E. Elected Federation representatives shall be granted 1/2 hour to investigate or assist in grievance matters per incident. A list of elected stewards shall be given to the Employer following annual elections held by the members of Unit One.

Section 2: Time off with pay for three Federation members to attend negotiations sessions between the Employer and the Federation which are held during normal working hours shall be granted unless such attendance causes an undue burden for the Employer

Section 3: The Employer and Federation agree to allow an officer or a duly authorized representative/member of the Federation time off to attend Federation meetings, governing board meetings, workshops, conventions, or unit collective bargaining negotiations. This is predicated upon the member providing two weeks' written notice to the department head and that such time off does not interfere with operations of the department as determined by the department head.

Section 4: A representative from the Federation shall be allowed to meet with new members during new hire orientation conducted by Human Resources.

### ARTICLE 4. FEDERATION SECURITY

Section 1: Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association by such employee for dues. The Employer will remit to the Association such sums within 30 calendar days. Changes in the Federation membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least 30 calendar days in advance of such change.

Section 2: The Employer shall update such list by providing written notice of all new hires to the Federation's Helena office and the MFPE, Local 8512, President within 30 days of the

effective date of employment. The Federation will provide notice to the Employer on an annual basis naming the current president. A list of active employees shall also be sent to the Federation's Helena office on a quarterly basis. Upon written request by the Federation, the Employer shall provide the Federation with the most current mailing address of any bargaining unit employee. The mailing address shall be the one on file in Human Resources. Employees shall be responsible for updating their mailing addresses by notifying Human Resources in writing of any changes.

Section 3: The Employer shall notify the local union when any member covered by this Agreement separates from the Employer or is promoted out of the bargaining unit

Section 4: The Federation will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

#### ARTICLE 5. MANAGEMENT RIGHTS

The Federation recognizes the prerogatives of the Employer to operate and manage its affairs as set forth under Section 39-31-303 M.C.A.

#### ARTICLE 6. PROBATION AND EVALUATION

Section 1: All new appointments to positions in the bargaining unit will be on a probationary basis for a period of six months. The Employer may extend the probationary period one time by an additional three months, provided the employee is notified in writing regarding the reasons for extending the probationary period and the Federation is notified of the extension. Employees serving a probationary period may be separated at any time without the necessity of showing of cause by the department head.

Section 2: Employee performance evaluation reports will be made on probationary employees and prior to the end of the sixth month. Performance evaluation reports shall be reviewed with the employee by the employee's supervisor or department head. Performance evaluation reports on regular employees shall be made at least annually in accordance with the Missoula County Performance Appraisal Policy. Disciplinary action based on an employee's job performance shall be subject to the provisions of Article 26, Section 2. Evaluations are intended to recognize positive performance and to address areas in which an employee can improve and excel. Evaluation review meetings may not be inclusive of disciplinary meetings.

#### ARTICLE 7. HOURS OF WORK

Section 1: The normal work week shall be defined as 40 hours, Monday through Friday, followed by two consecutive days off. The normal work shift will be scheduled such that there is no break longer than one hour required in any one work shift, unless an alternate work shift is mutually agreed upon between the employee and the supervisor."

Section 2: The Employer reserves the right to alter the normal work week when necessary. In any such case the Employer will notify the Federation of its intention to change the work week of any employee prior to making such change and, at the Federation's request, will meet and confer for the purpose of demonstrating necessity.

Section 3: The normal work week may be rescheduled by written mutual agreement between the Employer and the employee. The Employer reserves the right to vary the work schedule in order to maintain Employer operations during periods of emergencies.

Section 4: The normal work week for Animal Control Officers shall be defined as 40 hours consisting of five 8-hour days followed by two consecutive days off.

Section 5: Employees shall be given a minimum of 10 working days' notice of a change in their work schedule. This does not apply to temporary schedule changes.

Section 6: Full-time employees shall be allowed a duty-free 15 minute rest break in both the first and second half of each shift. Part-time employees will be allowed a duty free 15 minute rest break within each four consecutive hour work period. It is understood that, as an exception, unanticipated patient loads may preclude employee breaks. It shall be the supervisor's responsibility to make time available to allow each employee an opportunity to take such rest break. Such break shall be taken without loss of pay and the employee shall not be required to make up such time. Unused rest breaks do not accrue.

## ARTICLE 8. COMPENSATION

Section 1: The compensation schedule for positions in the bargaining unit is attached to this Agreement as Addendum A and by reference made a part of this Agreement.

Section 2: Except as modified in Section 11 of this Article, newly hired employees shall be paid at step P of the compensation schedule for a period of six months.

Section 3: Upon satisfactory completion of the probationary period an employee shall be advanced 1 step on the wage schedule.

Section 4: Anniversary dates for all employees will be recognized as their date of hire by the EMPLOYER.

Section 5: Effective the first day of the pay period that includes July 1, 2020 each cell of the pay matrix will be increased by 2%. Therefore, each employee covered by this Agreement shall receive a 2% increase to their base rate of pay.

Effective the first pay period that includes July 1, 2021 each non-probationary employee covered by this Agreement shall advance one step in the pay matrix which equates to a 2% increase. In subsequent **even-numbered years** each cell in the matrix will be increased by 2%. Therefore, each employee covered by this Agreement shall receive a 2% increase to their base rate of pay. In **odd-numbered years** all non-probationary employees will receive a step increase.

In lieu of adding an additional step to the matrix for an employee who has reached the top of the pay range and is “stepped out,” the employee will receive a lump sum payment calculated as the value of the lost 2% step, annualized.

Section 6: Regular (non-probationary) employees who are promoted to positions covered by this AGREEMENT shall be placed at the step in the new pay grade that comes closest to but is not less than a ten percent (10%) increase, or shall be placed at the step 2 of the new grade, whichever is greater. Calculation of this increase shall be based on the employee's former base rate of pay exclusive of any pay add-ons (ex: Cert pay, longevity increment.) The parties agree that they will not request a pay adjustment for any other bargaining unit employee(s) as a result of the application of the percentage increase provided under this Section, even if such an increase results in a perceived internal inequity.

Promoted non-probationary employees shall have their anniversary dates reset to the effective date of the promotion.

Probationary employees who are promoted shall be placed at their current step in the higher grade.

Section 7: Employees shall be eligible for a meritorious bonus for exceptional performance as evidenced by the performance evaluation report. Such meritorious bonus shall be in the form of a lump sum payment and shall not be added to the employee's hourly rate of pay. Meritorious bonus awards shall be contingent upon the availability of funds, as determined by the Director of the Health Department or the Director's designee.

Section 8: Employees not exempt from the overtime provisions of the Fair Labor Standards Act or other applicable state or federal law shall be paid at the rate of 1½ times their hourly wage for all time actually worked in excess of 40 hours per week. Vacation leave, sick leave, personal leave, use of accrued compensatory time, and holiday leave (either use of accrued holiday leave or holiday leave taken when the holiday occurs on a day the employee is regularly scheduled to work) will be treated as hours worked for the purpose of determining overtime pay. No overtime shall be worked without prior authorization of the supervisor. The Employer and employee may mutually agree to the use of compensatory time in lieu of overtime pay for hours worked in excess of 40 hours per week. Compensatory time shall be earned at the rate of 1½ hours of compensatory time. An employee may accrue no more than 240 hours of compensatory time.

FLSA-exempt employees shall also receive 1½ times their regular rate of pay for all hours they work that exceed 40 in a work week. Vacation leave, sick leave, personal leave, use of accrued compensatory time, and holiday leave (either use of accrued holiday leave or holiday leave taken when the holiday occurs on a day the employee is regularly scheduled to work) will be treated as hours worked for the purpose of determining such overtime pay for exempt employees. Exempt employees shall not work more than 40 hours in a work week without prior authorization of the supervisor. The Employer and employee may mutually agree to the use of compensatory time in lieu of overtime pay for hours worked in excess of 40 hours per week. Compensatory time shall be earned at the rate of 1½ hours of compensatory time for each work hour exceeding 40 in a work week. An employee may accrue no more than 240 hours of compensatory time. FLSA-



exempt employees shall not be paid out for unused accrued compensatory time when they terminate employment.

If an employee is required to work hours that exceed those the employee is regularly scheduled to work, the EMPLOYER may not unilaterally adjust the employee's regularly scheduled shift in the same work week to avoid the payment of overtime, unless such a temporary arrangement is scheduled at least seven (7) calendar days in advance. This does not apply in situations where an employee and supervisor mutually agree to flex the employee's schedule within a forty hour work week.

Section 9: Compensation for on-call duty shall be paid as follows. On-call status is defined to mean that the employee:

- Is required to carry a pager or cellular phone.
  - Must be accessible to 9-1-1 dispatch or be accessible by telephone.
  - Must be available to report to work if called.
- A. On-call duty required on an employee's regularly scheduled workday shall be compensated at the rate of \$15.00 per day while in such capacity.
  - B. On-call duty required on an employee's regularly scheduled day off or on any holidays provided by this agreement shall be compensated at the rate of \$55.00 per day while in such capacity.
  - C. For each Saturday or Sunday that an employee is assigned on-call duty, the employee may elect to receive the monetary compensation provided in Section B or two hours of accrued on-call leave. On-call leave' accrued under this Section must be used by the end of the fiscal year in which it was accrued. "On-call leave" that is not used by the end of the fiscal year shall be paid out to the employee at his or her regular rate of pay in the pay period immediately following the pay period that includes June 30 each year. An employee may request to carry over 'on-call leave' to the next fiscal year. The department head or designee has the sole discretion to approve or deny such a request. If this request is denied, the employee shall be paid out for the accrued 'on-call leave' as set forth above.
  - D. An employee who is called out and reports for duty shall be compensated with premium pay at time and one-half the employee's regular rate of pay for all hours worked on the call-out, in addition to on-call pay provided in parts A or B. The Employer and employee may mutually agree to the accrual of paid leave in lieu of premium pay. Paid leave shall be earned at the rate of 1½ hours of leave for each hour of work eligible for premium pay under this Section.

There shall be no compounding of compensation under this Section.

Section 10: Work on a holiday must be approved in advance by the employee's immediate supervisor. All work on any holiday will be compensated with premium pay at time and one half the employee's regular hourly rate. Additionally, for the new Year's Day, July 4<sup>th</sup>, Veterans Day

and Christmas Day holidays, premium pay will be paid for both hours worked on the actual holiday (Ex: January 1, July 4, November 11 and December 25) and also for hours worked on the day the holiday is observed by the County. Hours worked on a holiday will not be counted with hours specified in Section 9 of this Article for the purpose of determining overtime pay. In addition to compensation for hours worked on a holiday, employees will, at their option, receive: a) pay for their normal holiday benefit at their regular rate of pay; or b) accrued leave equivalent to their normal holiday benefit to be used at another time as approved by their supervisor.

**Section 11: Special pay agreements:**

A. Environmental Health Specialist (Sanitarian in Training): Upon completion of licensure as a sanitarian, an employee will be moved from grade 11 to the equivalent step in grade 12 of the pay matrix.

B. Clinical Therapist in Training upon completion of licensure, (LCSW), an employee will be moved from grade 9 to step six (6) in grade 11 of the pay matrix as a Licensed Clinical Therapist.

C. Clinical Therapist in Training positions will be hired at step 2 of grade 9 and move to step 3 upon successful completion of the probationary period in accordance with Article 6 of this Agreement.

D. Newly hired Licensed Clinical Therapists shall start at Step 5 of Grade 11.

**Section 12:** An employee temporarily assigned by the Employer to perform work normally performed by a position in a higher classification for at least two full weeks (80 hours), shall receive additional compensation equal to five (5) percent above the employee's regular rate, or Step 1 of the higher pay range, whichever is greater, for the duration of the temporary assignment. To be eligible for this additional compensation: (1) the additional work assignments must not be duties that the employee performs in his/her regular position, and (2) the temporary assignment must be made in writing by the employee's supervisor.

**Section 13:** An employee may receive an additional hourly pay increment equal to 2% to 5% of their normal base rate of pay upon assignment of special ancillary duties outside of the employee's normal job description, such as, but not limited to mentoring. To qualify for special duty compensation, a work assignment must be approved by the Department Head and must constitute additional demands on the employee. The amount of additional pay will be set at the sole discretion of the Department Head.

**Section 14:** Employer will reimburse the balance of professional license renewal fees up to \$200 annually for full time, non-probationary employees for up to two licenses. Requests for reimbursement for professional license fees must be received no later than 60 calendar days from date renewal fee was paid, and such reimbursement shall not include any late fee.

**Section 15: Certification Pay** - Employees who have received and maintain a special certification in an area directly related to an employee's assigned duties shall be compensated an additional \$1.00 per hour. Certification shall be issued by a nationally certifying institution or state or federal agency. Approval of the certification specialty and the nationally certifying

institution is at the sole discretion of the department head. This Section does not apply to certification that is required as a condition of employment.

Compensation for certification as provided in this Section must be approved by the department head three months prior to the test date or as soon as time allows. No employee shall be compensated for more than one certification.

Newly-hired employees who hold certification as provided in this Section may receive the stipend upon successful completion of the probationary period.

**Education Pay** - At the sole discretion of the department head, non-probationary employees who hold a degree from a college or university accredited by an agency recognized by the U.S. Department of Education in an area directly related to an employee's assigned duties may be compensated an additional \$1.50 per hour. This section does not apply to degrees that are required as a condition of employment.

**Licensure Pay** – Clinical Therapists in Training who are licensed addiction counselors will receive \$1.50 per hour licensure pay upon completion of probation. Licensed Clinical Therapists who are dually licensed may either receive \$1.00 per hour for certification pay or \$1.50 per hour for dual licensure pay, but not both.

No employee shall be compensated more than \$1.50 per hour for a degree or licensure pay. Also, an employee who receives compensation for a degree or licensure pay is not eligible for certification pay.

**CEU Cost Reimbursement** – A Licensed Clinical Therapist may submit receipt of cost of CEUs to maintain licensure with the State of Montana. Reimbursement is limited to up to \$100 per fiscal year (July 1 through June 30). Receipt for reimbursement must be provided within 90 days after attending a course and submitted to the Finance Department to be paid to the employee through Accounts Payable.

#### Section 16:

- A. Longevity pay, in addition to the wage amounts listed in Addendum A, shall be according to the following schedule:

Years	Rate
3	\$0.20
5	\$0.30
7	\$0.40
9	\$0.50
11	\$0.60
13	\$0.65
15	\$0.75
17	\$0.85
19	\$0.95
21	\$1.05
23	\$1.15
25	\$1.25

- B. Longevity compensation for all eligible employees shall become effective on the first day of the pay period in which the eligibility date falls.
- C. The eligibility date for purposes of this Section shall be the employee's date of hire with Missoula County.

#### ARTICLE 9. PROMOTIONS

Section 1: Notice of newly created or vacant positions shall be posted in conspicuous places within the Health Department for the purpose of informing employees of promotional opportunities.

Section 2: Except in cases where a layoff pool exists and the provisions of Article 27 apply, as vacancies occur the Employer agrees to post notices of the opening for a minimum of four days within the department. Management may consider applicants outside the bargaining unit only after posting has been done within the unit and such posting results in less than two qualified applicants. In cases where the applicants within the unit and outside the unit are deemed to be equally qualified, management shall fill the vacancy with the applicant from the bargaining unit. Promotions will be made by the department head on the principles of merit based on demonstrated qualifications. Should two or more applicants be judged to have substantially equal qualifications, the senior applicant shall be appointed.

#### ARTICLE 10. JOB DESCRIPTIONS – JOB CLASSIFICATION

Section 1: A list of job titles for each of the positions included in the bargaining unit is attached as Addendum B and appears for reference only. The development of job descriptions and pay grade assignment shall be the exclusive purview of the Employer.

Section 2: The Federation shall be notified in writing of any changes in existing job descriptions or pay grade assignments or of any new job description at least 10 days before such

changes become effective. Should the Federation request to meet with the Employer regarding classification actions for new or existing bargaining unit positions, such a request shall be made in writing within five working days of the date on which the Federation receives the above notice from the Employer. The Employer agrees to meet and confer with the Federation should the Federation request to meet.

Section 3: The pay grade assignment of all employees covered by this Agreement effective 7/3/94 will not be downgraded without a corresponding change in duties and responsibilities.

Section 4: Employees whose pay grade assignment is reclassified downward as a result of a change in duties and responsibilities shall not have their salary reduced for a period of 30 days per grade change with 90 calendar days maximum to allow employees to make necessary financial arrangements.

Section 5: Should the Federation request to reclassify a bargaining unit position, to either a higher or lower pay grade, it will make such a request in writing to the Human Resources Department. The request will include:

- A description of the requested reclassification, including the grade level proposed for each affected job description; and
- The justification for the proposed action.

The Employer will consider the requested reclassification action and will make a determination within 30 calendar days. The Employer shall have the discretion to approve or deny any reclassification requests, and such approval or denial shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The Employer shall provide written justification to the Federation for denying a requested reclassification action. Should the Federation make a written request within five business days after receiving notice of such denial, the Employer shall meet and confer with the Federation.

Section 6: Should the Employer wish to reclassify an existing bargaining unit position, the Employer shall notify the Federation in writing of the intended change.

## ARTICLE 11. HOLIDAYS

Section 1: Full-time employees covered by this agreement who are regularly scheduled by the Employer for an alternate work schedule shall receive a holiday benefit equal to the number of hours they are regularly assigned to work, for each holiday set forth in 1-1-216 M.C.A. Example: employees regularly assigned to 10-hour shifts shall receive 10 hours of holiday benefit; and employees regularly assigned to 8-hour shifts shall receive 8 hours of holiday benefit. In the case where the alternate schedule was approved at the request of the employee, the department head reserves the right to change the 10- hour schedule for any work week that includes a holiday so the employee receives 8 hours of holiday benefit but maintains their regular number of hours for that work week.

Section 2: Employees shall be granted the following legal holidays in accordance with Section 1-1-216 M.C.A.:

New Year's Day - January 1  
 Martin Luther King Jr. Day - third Monday in January  
 Presidents' Day - third Monday in February  
 Memorial Day - last Monday in May  
 Independence Day - July 4  
 Labor Day - first Monday in September  
 Columbus Day - second Monday in October  
 Veterans' Day - November 11  
 Thanksgiving Day - fourth Thursday in November  
 Christmas Day - December 25  
 State General Election Day

In addition to the above, any day or days added by the State Legislature as paid legal holidays for public employees will be granted; and any day or days repealed by the State Legislature shall cease to be granted.

## ARTICLE 12. VACATION

Section 1: As provided by State law, each employee will earn vacation credits as follows:

<u>YEARS OF EMPLOYMENT</u>	<u>WORKING DAYS CREDIT</u>
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

Section 2: For calculating vacation leave credits, only regular hours shall be considered, and 2080 hours shall equal one year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. Employees shall not be entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Persons regularly employed nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. In order to qualify, such employee must immediately report back for work when recalled in order to avoid a break in service.

Section 3: Persons must be employed six qualifying months before vacation credits may be used. Vacation credits shall not accrue during a leave of absence without pay.

Section 4: Temporary employees will earn credits in accordance with 2-18-611, M.C.A.

Section 5: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of any calendar year. Any balance of vacation leave over two times the maximum days earned annually as of December 31 of any given year will be forfeited without pay unless taken within 90 calendar days from the last day of the calendar year in which the excess was accrued. If the employee submits a reasonable request to use the excess vacation leave prior to March 30 of any given year, the employee shall not

forfeit the leave and will have until the end of the calendar year to use the excess vacation leave. Upon termination of employment with the Employer, any employee who has worked the qualifying period will be paid for any unused vacation leave credits at the rate of pay in effect at the time of termination.

Section 6: Scheduling of vacation leave will be accomplished by cooperation between the employee and the division head or supervisor, giving consideration to the employee's needs and the needs of the service. The supervisor shall notify the employee within 15 working days of receipt of a request as to the approval or disapproval of the vacation request and will advise the employee of the reason if denied or delayed.

Section 7: Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on paid vacation shall not be charged as vacation.

Section 8: Employees employed in two or more separate positions in the County shall accrue and charge vacation to the appropriate department where earned in direct proportion to hours worked in that position.

Section 9: An employee who is on leave and receiving Workers' Compensation benefits may also use annual leave in accordance with state law.

### ARTICLE 13. SICK LEAVE

Section 1: Accumulated sick leave credits should be regarded by employees as valuable free health insurance that maintains the employee's income during a period of personal illness or family emergencies. Sick leave benefits should be carefully guarded and not dissipated or abused.

Section 2: As provided by State law, each employee shall earn sick leave credits from the first full pay period of employment at the rate of one working day per month without restriction as to the number of working days which may be accumulated. For calculating sick leave credits, 2080 hours shall equal one year. Proportionate sick leave credits shall be earned and credited at the end of each pay period.

Section 3: An employee may not accrue sick leave credits during a leave of absence without pay. Employees are not entitled to be paid for sick leave under the provisions of this Article until they have been continuously employed for 90 days. Upon completion of the qualifying period the employee is entitled to the sick leave credits earned.

Section 4: Temporary employees will earn sick leave credits in accordance with 2-18-618, M.C.A.

Section 5: Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to  $\frac{1}{4}$  of the amount attributed to the accumulated sick leave. Such termination pay will only apply to those credits earned since July 1, 1971. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of termination of employment with the Employer.

Section 6: Sick leave credits may be used as follows:

- A. Illness or injury of the employee.
- B. Illness, injury or death in the employee's immediate family requiring the employee's personal attendance.
- C. Quarantine for contagious disease control provided certification is obtained from the attending physician.
- D. Maternity related disability, including prenatal and postnatal care, birth, miscarriage, abortion, or other medical care for either the employee or child.
- E. Doctor or dental appointments for treatment of employee's illness, injury, or preventive care. When possible, the employee's supervisor shall be notified of the appointment at least forty eight (48) hours in advance.
- F. To attend or make arrangements for a funeral of a member of the employee's immediate family or, at the department head's discretion, another closely related individual, for a period of time not to exceed 10 consecutive working days. Immediate family shall mean parents, grandparents, siblings, children or grandchildren of the employee or spouse of the employee, or son-in-law or daughter-in-law, or an individual though not related by blood, who has been a permanent member of the employee's household.
- G. Special Funeral Leave. Employees who receive supervisory approval to attend local funeral services for a current or former Missoula County employee shall be allowed a reasonable period of time to attend such services without loss of pay and without being required to use paid leave.

Section 7: Immediate family shall mean parents, grandparents, siblings, children or grandchildren of the employee or spouse of the employee or son-in-law or daughter-in-law, or an individual, though not related by blood, who has been a permanent member of the employee's household.

Section 8:

- A. Any illness, medical appointment or emergency which will necessitate use of sick leave shall be reported by the employee to the Employer as soon as possible, and it shall be the responsibility of the employee to assure proper reporting of use of sick leave for record keeping purposes. Failure to report such leave as soon as possible will be considered absence without leave and a deduction from the employee's pay will be made for the period of such leave. Such absences are grounds for disciplinary action including dismissal.
- B. Abuse of sick leave occurs when an employee uses sick leave for unauthorized purposes, or when sick leave is frequent, habitual, excessive, suggests a pattern of usage, or if the supervisor has reason to believe the employee may be misrepresenting reasons for using sick leave.



- C. Abuse of sick leave shall be cause for dismissal and forfeiture of payment for any accumulated sick leave. The Employer reserves the right to investigate and to require written medical verification if abuse is suspected. Requests for written medical verification will be made by the supervisor with the approval of the Department of Human Resources. Employees on such sick leave must notify their supervisor immediately or within the first ½ hour in each sick day or as mutually agreed to between the employee and the department head or his designee. Sick leave shall be reported on the prescribed forms.

Section 9: Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or may be charged to leave without pay (in accordance with Article 17) or Family and Medical Leave (in accordance with Article 15).

Section 10: Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

Section 11: If allowed by state law, sick leave benefits may be integrated with any workers' compensation benefits payable to an employee so the employee shall receive up to, but not exceed, the amounts the employee would have earned with the Employer except for such disability benefits.

Section 12: Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.

#### ARTICLE 14. MILITARY LEAVE

Any employee who is a member of the organized militia of the State of Montana or who is a member of the organized or unorganized reserve corps or military forces of the United States, and who is a regular employee of the County of Missoula and who has been an employee for a period of at least six months shall be given leave of absence with pay accruing at a rate of 120 hours in a calendar year for performing military service. This leave will not be charged against leave credits earned by the employee. Unused military leave must be carried over to the next calendar year, but may not exceed a total of 240 hours in any calendar year. Reinstatement privileges of employees who have been inducted into military service as provided for under state and federal law will be followed.

#### ARTICLE 15. FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993, the Employer and the Federation agree that the Employer shall adopt such policies and procedures as may be necessary to implement the FMLA, effective August 5, 1993.

ARTICLE 16.  
JURY DUTY/SERVE AS WITNESS

Section 1: Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Jurors fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge his/her juror time off against his/her annual leave he/she shall not be required to remit to the Employer any expense or mileage allowance paid him/her by the court.

Section 2: An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge his/her witness time off against his/her annual leave he/she shall not be required to remit his/her witness fees to the Employer. In no instance is an employee required to remit to the Employer any expense or mileage allowances paid him/her by the court.

Section 3: The Employer may request the court to excuse employees from jury duty if they are needed for the proper operation of the Employer.

ARTICLE 17.  
LEAVE WITHOUT PAY

Section 1: An employee may take leave of absence without pay if the department head gives prior approval.

Section 2: Requests for leave of absence without pay shall be submitted in writing by the employee to the department head. The request shall state the reason for the leave and the approximate length of time off the employee desires.

Section 3: If an employee takes a leave of absence without pay to the extent that such leave covers at least one full pay period, resulting in no employee contributions to benefits and the employee receives no paycheck, the employee shall not be entitled to any Employer contributions to benefits. The employee may continue to retain County insurance coverage in accordance with guidelines established by the Plan Administrator provided that 100 percent of the premium amount is paid by the employee.

ARTICLE 18.  
MATERNITY LEAVE AND PAID PARENTAL LEAVE

Section 1. The Employer will provide employees covered by this agreement paid parental leave, in accordance with county policy, for six (6) consecutive weeks commencing with the birth of a child or placement of a child for adoption. Paid parental leave will run concurrently with unpaid Family and Medical Leave. Employees must have been employed at least 180 consecutive days to be eligible for this paid leave benefit.

Section 2. It shall be unlawful for the Employer to:

1. Terminate a woman's employment because of her pregnancy;
2. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
3. Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
4. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

ARTICLE 19.  
EDUCATIONAL LEAVE

Section 1: Time off with pay will be granted to any full-time non-probationary employee to attend courses, which will directly relate to their present position, at a post-secondary educational institution for up to nine quarter credit hours or six semester credit hours per fiscal year provided that such educational leave time is approved by the department head. Part-time employees who work at least 1,040 hours annually are eligible to receive reimbursement, as set forth in Section 2, on a pro-rated basis. The department head or the Board of Health reserves the right to limit the number of enrollees and the amount of, if any, reimbursement allowed during any fiscal year.

Section 2: The Employer, upon receiving evidence of satisfactory completion of courses previously approved, may reimburse employees for the cost of books and tuition up to a maximum of \$600.00 per fiscal year except as provided in Section 3 of this Article.

Section 3: Reimbursement of courses as provided in Section 2 of this Article must be approved in advance by the Director of Human Resources if the reimbursement is to come from funds other than Health Department budgeted funds. The Board of County Commissioners or their designee reserves the right to limit expenditures from these other funds.

Section 4: Employees who enroll in classes which meet at times other than during the employee's regularly scheduled working hours are not entitled to time off during the scheduled working hours. All outside class work must be accomplished on the employee's own time.

Section 5: An employee who is requested or required by the department to attend training or education will be paid for related registration fees, meals, lodging and travel costs.

ARTICLE 20.  
PERSONAL LEAVE

Section 1: All bargaining unit employees are eligible for personal leave under the guidelines set forth below.

- A. Full-time and part-time bargaining unit employees who are scheduled to work at least 1,040 hours annually are eligible for personal leave.
- B. Personal leave is paid leave that may be used by an eligible employee for any purpose. An employee must request to use personal leave, and such requests are subject to approval by the employee's supervisor.
- C. At the beginning of each fiscal year, Missoula County will credit eligible full-time employees so that their total personal leave balance equals eight hours. If a full-time employee has unused personal leave hours from a previous fiscal year, personal leave hours will be added to existing hours so that the total number of personal leave hours equals eight. Personal leave hours will be pro-rated for eligible part-time employees.

Section 2: Employees who terminate employment will be paid for any unused personal leave hours.

ARTICLE 21.  
HEALTH INSURANCE

Section 1: The Employer will make group health insurance available to employees covered by the Agreement under the terms of the group health insurance plan generally applicable to County employees.

Section 2: Rates established at the beginning of any given fiscal year (7/1) shall remain in effect for the duration of that fiscal year (6/30).

ARTICLE 22.  
DENTAL INSURANCE

Section 1: The Employer will make group dental insurance available to employees covered by this Agreement under the terms of the group dental insurance generally applicable to County employees.

Section 2: The Employer will contribute the total single rate of dental insurance and make available dependent or family coverage for purchase by the employee.

ARTICLE 23.  
LIFE INSURANCE

Section 1: The Employer will provide term life insurance to eligible employees under the terms of group life insurance generally applicable to County employees.

Section 2: An eligible employee may purchase supplemental group term life insurance as made available by the Employer at applicable group rates.

ARTICLE 24.  
OPTICAL INSURANCE

The Employer will make optical insurance available to employees covered by this Agreement under the rates and terms of the optical insurance plan generally applicable to county employees.

ARTICLE 25.  
FLEXIBLE BENEFITS

The Employer will make the flexible benefits plan available to employees covered by this Agreement under the terms of the flexible benefits plan generally applicable to county employees.

ARTICLE 26.  
EMPLOYMENT SECURITY

Section 1: New employees shall be placed in a probationary status for the period of time defined in this Agreement. Probationary employees may be dismissed without cause during the probationary period and shall have no rights to grieve such action.

Section 2: A regular (non-probationary) employee may not be disciplined or discharged without just cause. Just cause shall be defined using generally accepted principles of arbitration (i.e., notice, reasonable rule, proof, penalty). Disciplinary actions shall be in accordance with Missoula County Policy.

Section 3: Written warning letters shall be removed from an employee's personnel file one year from the date of issuance, provided there have been no subsequent formal disciplinary actions. The employee must submit a written request to the Director of Human Resources for the removal of such materials. The Employer shall furnish copies of all written formal disciplinary notices to the Association within five working days of submission to Human Resources.

Section 4: Appeals of dismissals or suspensions based on this Article shall be processed through the grievance procedure.

ARTICLE 27.  
SENIORITY, LAYOFF AND RECALL

Section 1: Upon successful completion of the probationary period, employees shall accrue seniority from the date of their employment with the Missoula City-County Health Department. A seniority list shall be maintained listing employees and date of hire, taking into account lapses in seniority accrual. The list shall be kept current showing all employees who have completed the probationary period.

Section 2: Seniority shall not accrue during layoff, or while an employee is on leave of absence without pay in excess of 90 days.

Section 3: Seniority shall terminate upon resignation, discharge, retirement, or by failure to report after recall from layoff. Layoffs or leaves of absence up to one year, except military leave, do not result in loss of seniority.

Section 4: Should the Employer determine that, for financial reasons, a layoff is necessary in a given job classification, the Employer shall: (1) consider the qualifications and capabilities of each employee within that job classification, and (2) if qualifications and capabilities are substantially equal, the Employer shall lay off the least senior employee in an affected job classification. No regular employee shall be laid off while a probationary or temporary employee in that job classification remains employed.

Section 5: The Employer shall give at least 15 working days' notice to employees who are to be laid off. Both parties agree to meet and confer should either party request it.

Section 6: In the event of a proposed reduction in force or a proposed reduction in hours used in lieu of a reduction in force, the Employer and the Federation agree to meet and confer, upon request by the association.

Section 7:

- A. In the event that the Employer determines that a permanent reduction in hours is required, the Employer agrees to provide the affected employee at least 10 working days' notice of the intended change. The parties agree to meet and confer upon request from either party.
- B. Should the Employer determine that a temporary reduction in hours is required, the Employer shall give the affected employee at least three working days' notice and shall state the expected duration of the reduction in hours.
- C. In the event of permanent or temporary reduction in hours, voluntary reduction in hours of employees with the same job description and within the same division will be considered first. Mandatory reduction in hours will be based on reverse seniority.

Section 8: An employee who leaves a bargaining unit position, but remains employed by the Employer, shall be credited with all time worked in the bargaining unit position for seniority purposes if they return to a bargaining unit position.

Section 9: Employees who are laid off under this Article shall have their names placed on a recall list for a period of two years from the effective date of layoff. In the event that the position from which an employee was laid off is reinstated, the Employer will mail a recall notice to the employee at the employee's last known mailing address. The employee will have five working days to accept reinstatement to the employee's former position. If the employee declines reinstatement or fails to respond to the recall notice, the employee's name shall be removed from the recall list and the employee shall have no further reinstatement privileges. The employee is responsible for ensuring that an accurate and up-to-date mailing address is on file.

An employee who is recalled under this Article will be considered as continuously employed for purposes of calculating vacation leave, sick leave or any other benefits set forth in this Agreement that are based on length of continuous service with Missoula County. The employee

will not accrue additional leave benefits for any time during which the employee was laid off prior to reinstatement. The salary for an employee who is recalled under this Article shall be established at the rate it would have been if the employee had not been laid off.

Section 10: A laid-off regular (non-probationary) employee may apply for bargaining unit positions other than the position from which the employee was laid off. If the employee is qualified and capable of performing the duties and responsibilities of such a position, the employee shall have a preference for the position. If two or more laid-off regular employees are substantially equally qualified and capable of performing the work, their seniority at the time of their layoff shall be used as a tie-breaker.

The preference provided under this Section is effective beginning on the date on which an employee is notified in writing of the employee's impending layoff, and extends for a period of one year from the effective date of the employee's layoff, or until the employee is placed in a position under this Section, whichever occurs first. The preference period shall also end if an employee is offered, but declines to accept, another bargaining unit position. During this preference period, the employer will mail notices of all vacant county positions to laid-off employees at their last known mailing address.

## ARTICLE 28. VIDEO CAMERAS IN THE WORKPLACE

In an effort to provide a safe, secure workplace for employees and to protect the Employer's investment in equipment and medical products from theft, the following applies to the use of video cameras in the workplace:

Section 1: The Employer has installed cameras to cover specific areas of the workplace that are primarily placed to cover public areas or areas of concern at Partnership Health Center (PHC). Cameras are installed to cover the following locations:

- a. Parking lots adjacent to PHC buildings
- b. Entrances and exits of PHC buildings.
- c. Hallways and common areas of PHC.
- d. The pharmacy areas of PHC.
- e. The main/primary Patient Services Representatives' work areas. Cameras are installed in such a way that they are behind the employee with the primary purpose of recording the patient and not the employee.

Section 2: Cameras will be used to document and deter unwanted and illegal activity in PHC buildings.

Section 3: Cameras will not be used to monitor the employee break areas.

Section 4: Cameras that are installed do not record audio.

Section 5: All recorded video will be stored and maintained in compliance with the Employer's Digital Video Surveillance Policy but may be kept for less than 60 days to conserve space on servers.

Section 6: Access to the video recordings will only be accessed by authorized personnel. Authorized personnel at PHC consist of the PHC Technology Director, PHC Executive Director, or their Designee.

Section 7: Access to recorded video may be granted at the request of law enforcement to assist with the investigation of a crime occurring in the facility or by subpoena issued by a court with jurisdiction.

Section 8: If any recorded video by these cameras are used in support of, or as the basis for an investigation into illegal activity or disciplinary issues involving any employee represented by the Federation, the Federation shall have access to the recorded video in question.

Section 9: If the Employer intends to expand the areas where cameras are used, the Employer shall notify the Federation prior to installation or activation of cameras and the Federation shall be entitled to meet and confer about the additional camera locations.

## ARTICLE 29. GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any controversy between the parties as to:

- A. Any matter involving the interpretation of this Agreement.
- B. Any matter involving an alleged violation of any provision of this Agreement.

Section 2: Every effort will be made to resolve a grievance on an informal basis prior to initiation of the formal procedures set forth below. This should include an attitude on the part of the bargaining unit representative to encourage employees to review grievances with the bargaining unit representative prior to formal filing.

Section 3: After consideration of the above expressed intent, the following procedure shall be used to ensure that grievances are resolved as quickly as possible:

***Step 1.*** The grievance shall be presented in writing to the employee's immediate supervisor. The grievance shall set forth in as much detail as possible the nature of the grievance, the circumstances surrounding the matter, and shall specifically address the type and scope of corrective action requested. The grievance shall be submitted within 10 working days of the occurrence of the grievance. The immediate supervisor shall respond in writing to the employee within 10 working days of receipt of the grievance.

***Step 2.*** If the grievance is not resolved at step 1, the grievance may be presented in writing to the department head, within 10 working days of the receipt of the step 1 response. The department head shall respond in writing to the employee within 10 working days of receipt of the grievance.

***Step 3.*** If the grievance is not resolved at step 2, the grievance may be presented in writing to the Board of County Commissioners within 10 working days of the receipt of the step 2



response. The Board of County Commissioners shall attempt to resolve the grievance and shall respond in writing to the employee within 30 days.

**Step 4.** If the grievance is not resolved at step 3, the grievance may be submitted to arbitration, within 10 working days of the receipt of the step 3 response, in accordance with the following rules.

Either party may propose at any time during the above grievance procedure that a mediator be utilized to attempt to resolve a grievance. Should both parties mutually agree to retain the services of a grievance mediator, they shall contact the mediator in writing within five working days of the date of such agreement. The parties agree to equally split any costs involved in retaining a grievance mediator. An agreement to retain a mediator shall not affect the time frames set forth in the Rules of Arbitration set forth below.

### RULES OF ARBITRATION

- A. Within 10 working days of receipt of the Federation's written notice of its intent to arbitrate a grievance, the parties shall select an impartial arbitrator, who shall be agreeable to the Employer and the Association. In the event that the parties to the dispute are unable to agree upon the selection of an arbitrator, the parties shall request a list of five potential arbitrators from the Montana Board of Personnel Appeals.
- B. Within five working days of the date of receipt of the list of arbitrators each party shall alternate in striking names until one remains. The remaining name shall be the arbitrator. A drawing of lots shall be used to decide which party strikes a name first.
- C. The party requesting arbitration shall notify the arbitrator and the Montana Board of Personnel Appeals of the selection within three working days from the date of selection.
- D. The arbitrator shall conduct a hearing and render a decision within 30 days of the date of the hearing. Such decision shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms of this Agreement.
- E. Each party shall share equally the cost of the arbitrator; each party shall be responsible for the cost of its own representatives and witnesses.
- F. In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs.

### ARTICLE 30. LABOR-MANAGEMENT COMMITTEE

**Section 1:** In order to facilitate communication and resolve issues of mutual interest, it is agreed that bargaining unit members will be allowed to serve on a Labor-Management Committee to confer on day-to-day work-related problems. Labor and Management shall each be charged with establishing the composition of their respective Committees of up to four members. Meetings will be held upon the request of either the Employer or the Bargaining Unit, within 30

days of a request that meets the requirements of Section 2, at a date and time as mutually agreed to between the parties. Requests for meetings by the bargaining unit committee shall be made to the Director of the Health Department.

Section 2: The request for a meeting must contain an agenda of the items to be discussed. It is understood that this Committee does not discuss items that are currently subject to the grievance procedure or items which properly belong in the collective bargaining process. It is further understood that the purpose of such Committee is to meet and confer and to act only in an advisory role.

## ARTICLE 31. OTHER PROVISIONS

Section 1: Within 15 days of the date of execution of this Agreement by all parties, the Employer shall provide one copy of this Agreement to the Federation and one copy to each member of the Association's negotiating committee up to a maximum of three.

Section 2: Such information that is public under Montana law shall be made available to the Association by the Employer.

Section 3: An employee shall be permitted access to all materials contained in the employee's official personnel file upon written request. An employee may authorize other individuals access upon filing a written power of attorney. Employees shall be informed in writing of all additions to the employee's personnel file with the following exceptions:

- A. Items received by the employee.
- B. Additions requested by the employee.
- C. Items bearing the employee's signature.
- D. Any item, a copy of which is given to the employee.
- E. Sick leave and other employee benefit records.

Section 4: Every effort will be made to pay claims, mileage and other expenses incurred by an employee on County business, within 30 days from the date which claim was submitted.

Section 5: The employer shall make cellular smart phones available for all bargaining unit employees who are required to make home visitations as a part of their assigned duties. The employer shall make cellular smart phones available to all bargaining unit employees who indicate such device as a necessary tool to perform duties.

Section 6: Air Quality Specialists will be paid \$55 per weekend day or holiday when actually reporting for work for air quality or smoke forecasting. Each July 1, each Air Quality Specialist will have 16 hours of paid leave placed in an "extra leave" bank to be used by the employee or to be paid out upon termination. All time worked on a weekend day will be paid in accordance with Article 8, Section 8. All time worked on a holiday will be paid in accordance with Article 8, Section 10.

## ARTICLE 32. CLOTHING ALLOWANCE

Section 1: An appropriate dress code will be determined by the EMPLOYER based on the work duties and physical demands of a position.

Section 2: Animal Control employees will receive an allowance to purchase required uniform and safety items upon hire, and an allowance at the beginning of each fiscal year after completion of the probationary period. Animal Control officers will receive \$500 upon hire and \$300 each subsequent fiscal year. Shelter Attendants will receive \$300 upon hire and \$250 each subsequent fiscal year. Census takers subject to this agreement will receive \$300 upon hire and \$200 each subsequent fiscal year. Determination of uniform standards will be at the sole discretion of the Animal Control Supervisor.

Section 3: Environmental Health Specialist employees will receive an allowance to purchase appropriate clothing upon hire, and an allowance at the beginning of each fiscal year after completion of the probationary period. EHS employees who are Sanitarians and Sanitarians in Training and the Junk Vehicle Coordinator will receive a \$125 allowance annually.

Section 4: Non-probationary PHC employees in designated positions will receive a scrub allowance at the beginning of each fiscal year in the amount of \$250. Employees whose probation ends after the start of the fiscal year shall receive a prorated amount based on the remaining time in the fiscal year. This scrub allowance shall be used to purchase "scrubs." This allowance will be paid through a separate check and is subject to required tax withholding in accordance with IRS rules. Designated positions are: Dental Assistants, Lead Dental Assistants, Dental Care Managers, LPNs, LPN Care Managers, Certified Nurse Assistants, Certified Medical Assistants, and Certified Medical Assistant Care Managers.

## ARTICLE 33. BACKGROUND CHECKS

Missoula City County Health Department (MCCHD) performs revenue-generating services in exchange for compensation from the Montana Department of Health and Human Service (DPHHS). The MCCHD had also earned CDC Full Recognition status for its diabetes prevention program allowing it to possibly receive Medicare revenue for performing related services. Both the DPHHS and Medicare have background check requirements for specific jobs employees perform.

Positions subject to this requirement are Registered Dietitians, Diabetes Prevention Program Coordinator, Public Health Nutritionists, and Public Health Social Workers. The MCCHD Criminal History Disqualifiers are attached as Addendum C.

## ARTICLE 34. IMMUNIZATION REQUIREMENTS

The Employer wants to ensure the protection of MCCHD and PHC employees from vaccine-preventable diseases and to provide a safe and productive environment for employees and the

public. Therefore, both parties agree that best practice is to require immunizations to protect against communicable diseases as indicated below:

Section 1: The MCCHD and PHC will maintain a current list of positions by job title that are subject to immunization requirements. One list for each MCCHD and PHC will include which immunizations are required for that position and are attached as Addendum D-1 and D-2. This list will be updated periodically based on verbiage in Section 3 below.

Section 2: New employees will be required to provide documentation of current immunizations upon hire and will be offered assistance during hiring to receive necessary immunizations. Current employees who will need new immunizations in the future will be requested to provide documentation of immunizations, proof of immunity, or to agree to receive the required immunizations. Immunizations and/or laboratory testing will be either through the Missoula County Employee Benefits Plan Insurance or may be provided directly by the Employer.

Section 3: At the request of either party, MCCHD and/or PHC and the Federation agree to meet and discuss changing technical knowledge and research in the area of infectious and contagious diseases and its applicability to an employee's work environment. Such topics include the advisability and utility of handwashing, donning of personal protective equipment (PPE), and vaccination against diseases for which the Center for Disease Control and Prevention recommends immunization or those vaccinations or tests required by OSHA or other applicable authorities.

Section 4: In the interest of safeguarding patients', visitors', and co-workers' health and wellbeing, the Employer shall require employees to take medical precautions deemed necessary by the Employee, including hand washing, donning of PPE, and vaccination to protect against contraction of infection, illness, or other communicable diseases.

Section 5: The Employer may require those vaccinations for which the CDC "strongly recommends" immunization, is required by OSHA, or other appropriate authorities. Any employee seeking to be exempted from such a required vaccine by virtue of a medical exemption must submit his/her request in writing together with documentation supporting the request for the exemption. Each request for exemption will be reviewed by the Director of MCCHD or the Medical Director of PHC and, as appropriate, Human Resources, in accordance with applicable Employer policy to determine whether the individual qualifies for an exemption and/or alternative accommodations, if available.

Section 6: Employees determine to be out of compliance with immunization requirements will be offered assistance with scheduling immunizations. Employees refusing immunizations based on any legally protected grounds will be required to participate in alternative protective measures if such measures are available.

#### ARTICLE 35. SEVERABILITY

If any article, Section, paragraph, sentence, clause, phrase, word or other part of this Agreement is held to be contrary either in intent or application, to law or superior legal authority, such

article, Section, paragraph, sentence, clause, phrase, word or other part shall be held to be invalid or inoperative, but all other provisions of the Agreement shall be in full force and effect pursuant to the provisions of Article 31 of this Agreement.

ARTICLE 36.  
TERM OF CONTRACT

This Agreement shall become effective and be in force from July 1, 2019, and shall remain in full force and effect to and including June 30, 2021, except that wages and insurance only shall be subject to negotiation effective July 1, 2020 if either party to this Agreement serves written notice of proposed changes upon the other party on or before April 15, 2021. This Agreement shall remain in effect from year to year thereafter unless one of the parties serves a written notice of termination or proposed change upon the other party on or before April 15, 2021 of that year. Both parties agree to meet regularly at reasonable times and places with the purpose of completing negotiations.

ARTICLE 37.  
EMBODIMENT

It is mutually agreed that this contract sets forth the entire agreement between the Employer and the Federation and that during the course of collective bargaining each party had the unlimited right to offer, discuss, accept or reject proposals and therefore, for the term of this contract no further collective bargaining shall be had upon any provision of the Agreement nor upon any proposal which was offered and discussed but was not made a part of this Agreement.

Furthermore, there shall be no verbal or written agreement between the Employer and the Federation in violation or contravention of this Agreement.

## ADDENDUM A PAY MATRIX

<b>Effective date: 1/5/2020</b>														
Removes grades 1 & 2. Creates grade 12 at 3% above grade 11. Adds 2.9% to grades 3-6; adds 1% to grades 7-11.														
<b>Spread between grades → → →</b>					<b>2.25%</b>	<b>2.48%</b>	<b>5.88%</b>	<b>4.18%</b>		<b>12.31%</b>	<b>9.48%</b>	<b>6.46%</b>	<b>6.16%</b>	<b>3.0%</b>
<b>Grade→</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>Grade→</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>Grade→</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>Step ↓</b>				<b>Step ↓</b>					<b>Step ↓</b>					
<b>Prob.</b>	\$12.49	\$13.11	\$14.20	<b>Prob.</b>	\$14.52	\$14.88	\$15.75	\$16.41	<b>Prob.</b>	\$18.43	\$20.18	\$21.48	\$22.81	\$23.49
1	12.74	13.37	14.48	1	14.81	15.18	16.07	16.74	1	18.80	20.58	21.91	23.26	23.96
2	12.99	13.64	14.77	2	15.11	15.48	16.39	17.08	2	19.18	21.00	22.35	23.73	24.44
3	13.25	13.91	15.07	3	15.41	15.79	16.72	17.42	3	19.56	21.42	22.80	24.20	24.93
4	13.52	14.19	15.37	4	15.72	16.11	17.05	17.77	4	19.95	21.84	23.25	24.69	25.43
5	13.79	14.47	15.68	5	16.03	16.43	17.39	18.12	5	20.35	22.28	23.72	25.18	25.93
6	14.06	14.76	15.99	6	16.35	16.76	17.74	18.48	6	20.76	22.73	24.19	25.68	26.45
7	14.34	15.05	16.31	7	16.68	17.09	18.10	18.85	7	21.17	23.18	24.68	26.20	26.98
8	14.63	15.36	16.64	8	17.01	17.43	18.46	19.23	8	21.60	23.64	25.17	26.72	27.52
9	14.92	15.66	16.97	9	17.35	17.78	18.83	19.61	9	22.03	24.12	25.67	27.25	28.07
10	15.22	15.98	17.31	10	17.70	18.14	19.20	20.01	10	22.47	24.60	26.19	27.80	28.63
11	15.53	16.30	17.66	11	18.05	18.50	19.59	20.41	11	22.92	25.09	26.71	28.36	29.21
12	15.84	16.62	18.01	12	18.41	18.87	19.98	20.82	12	23.38	25.59	27.25	28.92	29.79
13	16.15	16.95	18.37	13	18.78	19.25	20.38	21.23	13	23.84	26.10	27.79	29.50	30.39
14	16.48	17.29	18.74	14	19.16	19.63	20.79	21.66	14	24.32	26.63	28.35	30.09	30.99
15	16.81	17.64	19.11	15	19.54	20.03	21.20	22.09	15	24.81	27.16	28.91	30.69	31.61
16	17.14	17.99	19.49	16	19.93	20.43	21.63	22.53	16	25.30	27.70	29.49	31.31	32.25
17	17.49	18.35	19.88	17	20.33	20.83	22.06	22.98	17	25.81	28.26	30.08	31.93	32.89
18	17.84	18.72	20.28	18	20.74	21.25	22.50	23.44	18	26.33	28.82	30.68	32.57	33.55
19	18.19	19.09	20.69	19	21.15	21.68	22.95	23.91	19	26.85	29.40	31.30	33.22	34.22
20	18.56	19.48	21.10	20	21.57	22.11	23.41	24.39	20	27.39	29.99	31.92	33.89	34.90
21	18.93	19.86	21.52	21	22.01	22.55	23.88	24.88	21	27.94	30.59	32.56	34.57	35.60
22	19.31	20.26	21.95	22	22.45	23.00	24.36	25.37	22	28.50	31.20	33.21	35.26	36.32
23	19.69	20.67	22.39	23	22.90	23.46	24.84	25.88	23	29.07	31.82	33.88	35.96	37.04
24	20.09	21.08	22.84	24	23.35	23.93	25.34	26.40	24	29.65	32.46	34.55	36.68	37.78
25	20.49	21.50	23.30	25	23.82	24.41	25.85	26.93	25	30.24	33.11	35.24	37.42	38.54
26	20.90	21.93	23.76	26	24.30	24.90	26.36	27.46	26	30.85	33.77	35.95	38.16	39.31
27	21.32	22.37	24.24	27	24.78	25.40	26.89	28.01	27	31.46	34.44	36.67	38.93	40.09
28	21.74	22.82	24.72	28	25.28	25.91	27.43	28.57	28	32.09	35.13	37.40	39.71	40.90
29	22.18	23.27	25.22	29	25.78	26.42	27.98	29.15	29	32.73	35.84	38.15	40.50	41.71
30	22.62	23.74	25.72	30	26.30	26.95	28.54	29.73	30	33.39	36.55	38.91	41.31	42.55

## ADDENDUM B-1 MCCH POSITION LIST – 01-05-2020

<b>Grade 1:</b>	no positions assigned		<b>Grade 8:</b>	Environmental Health Specialist Trainee Outreach & Services Coordinator
<b>Grade 2:</b>	no positions assigned			
			<b>Grade 9:</b>	Accreditation & Training Coordinator Diabetes Prevention Program Coordinator Health Department Accountant
<b>Grade 3:</b>	Administrative Secretary			Performance Mgmt & Quality Improvement Coord Public Health Emergency Preparedness Coordinator Senior Community Health Specialist WIC Nutrition Specialist WIC Nutrition Clinic Coordinator
<b>Grade 4:</b>	Administrative Assistant Accounting Clerk Clinic Services Assistant WIC Lactation Counselor WIC Program Assistant			
<b>Grade 5:</b>	Animal Shelter Attendant Program Support Specialist WIC Nutrition Aide		<b>Grade 10:</b>	Coordinator for Health Equity COVID-19 Social Worker Public Health Social Worker Public Health Nutritionist
<b>Grade 6:</b>	Billing Specialist Community Health Specialist Data & Referral Assistant		<b>Grade 11:</b>	Environmental Health Specialist I (in training) Environmental Health/GIS Specialist I
<b>Grade 7:</b>	Accounting Specialist Animal Control Officer Contract Specialist Environmental Health Tech (WQD) Junk Vehicle and Community Decay Coordinator		<b>Grade 12:</b>	Environmental Health Specialist II Environmental Health/GIS Specialist II Hydrogeologist

## ADDENDUM B-2 PHC POSITION LIST – 01-05-2020

<b>Grade 1:</b>	no positions assigned	<b>Grade 8:</b>	Billing Specialist
			Computer Help Desk
<b>Grade 2:</b>	no positions assigned		Lead Dental Assistant
			MA - Care Team Leader
			PHC Programmer Analyst - HIT
<b>Grade 3:</b>	Certified Nurse Assistant (CNA)		PHC Safety and Risk Coordinator
	Dental Sterilization Tech		Senior (Lead) Pharmacy Technician
	Laborer		
	Pharmacy Cashier	<b>Grade 9:</b>	Behavioral Health Care Manager
	Senior Pharmacy Cashier - 2-step jump @ promotion		Certified Professional Coder
			Clinical Community Health Specialist
<b>Grade 4:</b>	Janitor		Clinical Therapist in Training
	Patient Services Representative		IT Security & Help Desk Lead
	Pharmacy Tech in Training		Lead Computer Network Tech
	PHC Health Information Clerk		LPN
			LPN - Care Manager (various)
<b>Grade 5:</b>	Lead Janitor		PHC Dental Care Manager
	PHC Program Support Specialist		Senior Community Health Specialist
	Senior Patient Services Representative		
		<b>Grade 10:</b>	Clinical Case Manager
<b>Grade 6:</b>	Assistant Building Operator		Clinical Case Manager, Ryan White
	Community Health Specialist		Communications & Development Administrator
	Community Health Specialist PCMH		Grant Writer
	Computer Network Technician		Health Equity Coordinator
	PHC Executive Assistant		LPN Care Team Leader
	PHC Health Information Coordinator		Mental Health Coordinator
	Telehealth Coordinator		PHC Social Worker
<b>Grade 7:</b>	Accounting Specialist	<b>Grade 11:</b>	Computer Specialist HIT
	Building Operator		Licensed Clinical Therapist
	Certified Medical Assistant (CMA or MA)		PHC Data Analyst and Reporting Coordinator
	CMA - Community Health Worker Program		
	Credentialing Coordinator	<b>Grade 12:</b>	Database Administrator/Programmer Analyst
	Dental Assistant		Systems & Network Administrator
	Medication Assistance Coordinator		
	Pharmacy Tech		
	Purchasing Agent		



ADDENDUM C  
MCCHD CRIMINAL HISTORY DISQUALIFIERS  
1/2020

Missoula County conducts criminal history checks for MCCHD employees who have unsupervised access to vulnerable populations or as mandated by state contracts.

AUTOMATIC DISQUALIFIERS

An applicant will be automatically disqualified if he/she:

Refuses to consent to a background check

Makes a false statement in connection with the background check

Is listed or required to be registered as a sex offender on the National Sex Offender Registry

Has been convicted of a felony financial crime (extortion, embezzlement, tax evasion, insurance fraud)

Has been convicted of a felony that placed the Medicare or its beneficiaries at immediate risk, such as a malpractice suit that results in the individual being convicted, as defined under 42 CFR 1001.2, had a guilty plea or adjudicated pretrial diversion of criminal neglect or misconduct

Has been convicted of a felony crime against a person (murder, rape, assault)

## ADDENDUM D-1 MCCHD POSITION LIST VACCINATIONS

### MCCHD POSITION LIST- VACCINATIONS

Position	Vaccination
Animal Control Census Taker WIC Lactation Counselor	TDAP/Rabies/FLU (Recommended) HEP B/TB Test/MMR/Varicella/FLU (recommended)
Senior Secretary	TB Test/MMR/Flu (Recommended0
Administrative Secretary	TB Test/MMR/Flu (Recommended0
Administrative Assistant Accounting Clerk Clinic Services Assistant Community Health Assistant	TB Test/MMR/Flu (Recommended0 TB Test/MMR/Flu (Recommended0 HEP B/TB Test/MMR/Varicella/FLU (recommended) TB Test/MMR/Flu (Recommended0
Animal Shelter Attendant Program Support Specialist WIC Nutrition Aide	TDAP/Rabies/FLU (Recommended) TB Test/MMR/Flu (Recommended0 HEP B/TB Test/MMR/Varicella/FLU (recommended)
Billing Specialist Community Health Specialist	TB Test/MMR/Flu (Recommended0 HEP B/TB Test/MMR/Varicella/FLU (recommended)
Animal Control Officer Junk Vehicle and Community Decay Coordinator Environmental Health Tech (WQD)	TDAP/Rabies/FLU (Recommended) MMR/TDAP/flu (recommended) MMR/TDAP/flu (recommended)
Environmental Health Specialist Trainee	MMR/TDAP/flu (recommended)
Accreditation & Training Coordinator Home Economist Health Department Accountant Performance Mgmt & Quality Improvement Coord Public Health Emergency Preparedness Coordinator Senior Community Health Specialist	MMR/TDAP/flu (recommended) MMR/TDAP/flu (recommended) MMR/TDAP/flu (recommended) MMR/TDAP/flu (recommended) HEP B/TB Test/MMR/Varicella/FLU (recommended) HEP B/TB Test/MMR/Varicella/FLU (recommended)
Environmental Health Specialist I Public Health Nutritionist Public Health Social Worker	MMR/TDAP/flu (recommended) HEP B/TB Test/MMR/Varicella/FLU (recommended) HEP B/TB Test/MMR/Varicella/FLU (recommended)
Environmental Health Specialist II Hydrogeologist	MMR/TDAP/flu (recommended) MMR/TDAP/flu (recommended)

Additional vaccinations may be required if the employee is part of the Health Department ICS system

The Flu Vaccination is not required but is recommended

TB - is not a vaccination but a required test

## ADDENDUM D-2: PHC POSITION LIST VACCINATIONS

Position	Vaccination
Dental Sterilization Tech	Varicella/Hep-B/MMR - TB Test/Flu recommended
Laborer	Varicella/Hep-B/MMR - TB Test/Flu recommended
Pharmacy Cashier	Varicella/Hep-B/MMR - TB Test/Flu recommended
Certified Nurse Assistant (CNA)	Varicella/Hep-B/MMR - TB Test/Flu recommended
Senior Pharmacy Cashier	Varicella/Hep-B/MMR - TB Test/Flu recommended
Community Health Assistant	Varicella/Hep-B/MMR - TB Test/Flu recommended
Janitor	Varicella/Hep-B/MMR - TB Test/Flu recommended
Patient Services Representative	Varicella/Hep-B/MMR - TB Test/Flu recommended
Pharmacy Tech in Training	Varicella/Hep-B/MMR - TB Test/Flu recommended
PCH Health Information Clerk	Varicella/Hep-B/MMR - TB Test/Flu recommended
Dental Assistant	Varicella/Hep-B/MMR - TB Test/Flu recommended
Lead Janitor	Varicella/Hep-B/MMR - TB Test/Flu recommended
PHC Program Support Specialist	Varicella/Hep-B/MMR - TB Test/Flu recommended
Senior Patient Services Representative	Varicella/Hep-B/MMR - TB Test/Flu recommended
Billing Specialist	Varicella/Hep-B/MMR - TB Test/Flu recommended
Community Health Specialist	Varicella/Hep-B/MMR - TB Test/Flu recommended
Community Health Specialist PCMH	Varicella/Hep-B/MMR - TB Test/Flu recommended
Computer Network Technician	Varicella/Hep-B/MMR - TB Test/Flu recommended
PHC Executive Assistant	Varicella/Hep-B/MMR - TB Test/Flu recommended
PHC Health Information Coordinator	Varicella/Hep-B/MMR - TB Test/Flu recommended
Lead Dental Assistant	Varicella/Hep-B/MMR - TB Test/Flu recommended
Medical Assistant in Training	Varicella/Hep-B/MMR - TB Test/Flu recommended
Accounting Specialist	Varicella/Hep-B/MMR - TB Test/Flu recommended
Building Operator	Varicella/Hep-B/MMR - TB Test/Flu recommended
Certified Medical Assistant (CMA or MA)	Varicella/Hep-B/MMR - TB Test/Flu recommended
CMA - Community Health Worker Program	Varicella/Hep-B/MMR - TB Test/Flu recommended
Certified Professional Coder	Varicella/Hep-B/MMR - TB Test/Flu recommended
Computer Help Desk Specialist	Varicella/Hep-B/MMR - TB Test/Flu recommended
Medication Assistance Coordinator	Varicella/Hep-B/MMR - TB Test/Flu recommended
Pharmacy Tech	Varicella/Hep-B/MMR - TB Test/Flu recommended
PHC Dental Care Manager	Varicella/Hep-B/MMR - TB Test/Flu recommended
Purchasing Agent	Varicella/Hep-B/MMR - TB Test/Flu recommended
Lead Computer Network Tech	Varicella/Hep-B/MMR - TB Test/Flu recommended
LPN	Varicella/Hep-B/MMR - TB Test/Flu recommended
MA - Care Team Leader	Varicella/Hep-B/MMR - TB Test/Flu recommended
PHC Data Analyst and Reporting Coordinator	Varicella/Hep-B/MMR - TB Test/Flu recommended
PHC Programmer Analyst - HIT	Varicella/Hep-B/MMR - TB Test/Flu recommended
PHC Safety and Risk Coordinator	Varicella/Hep-B/MMR - TB Test/Flu recommended
Senior (Lead) Pharmacy Technician	Varicella/Hep-B/MMR - TB Test/Flu recommended
Behavioral Health Care Manager	Varicella/Hep-B/MMR - TB Test/Flu recommended
Clinical Therapist in Training	Varicella/Hep-B/MMR - TB Test/Flu recommended
LPN Care Team Leader	Varicella/Hep-B/MMR - TB Test/Flu recommended
LPN - Care Manager (various)	Varicella/Hep-B/MMR - TB Test/Flu recommended
Quality Improvement Coordinator	Varicella/Hep-B/MMR - TB Test/Flu recommended
PHC Social Worker	Varicella/Hep-B/MMR - TB Test/Flu recommended
Senior Community Health Specialist	Varicella/Hep-B/MMR - TB Test/Flu recommended
Clinical Case Manager	Varicella/Hep-B/MMR - TB Test/Flu recommended
Clinical Case Manager, Ryan White	Varicella/Hep-B/MMR - TB Test/Flu recommended
Computer Specialist HIT	Varicella/Hep-B/MMR - TB Test/Flu recommended
Grants Writer & Communications Coordinator	Varicella/Hep-B/MMR - TB Test/Flu recommended
Database Administrator/Programmer Analyst	Varicella/Hep-B/MMR - TB Test/Flu recommended
Systems & Network Administrator	Varicella/Hep-B/MMR - TB Test/Flu recommended
Licensed Clinical Therapist	Varicella/Hep-B/MMR - TB Test/Flu recommended

These vaccinations are required by HERSA for all PHC staff - the Flu vaccination is not required but is recommended  
TB - is not a vaccination but a required test

## ADDENDUM E. DEFINITIONS

**Regular Employee:** An employee who has satisfactorily completed his/her period of probation in a permanent position.

**Temporary Employee:** An employee appointed to a position within County service created for a definite period of time not to exceed twelve months. Temporary employees shall not be used to displace bargaining unit positions and shall not be subject to the terms and conditions of this Agreement.

**Seasonal Position:** A permanent position which is interrupted by the seasonal nature of the duties.

**Permanent Position:** A position created for an indefinite period of time in excess of nine months and approved as such in the annual County budget process.


**Part-time Employee:** An employee who normally works less than 40 hours per week.


**Full-time Employee:** An employee who normally works 40 hours per week.

SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS DAY OF 9TH JULY 2020.

FOR THE EMPLOYER:

DocuSigned by:  
  
\_\_\_\_\_  
JOSH SLOTNICK, Chair  
Board of County Commissioners

DocuSigned by:  
  
\_\_\_\_\_  
DAVID STROHMAIER, Commissioner  
Board of County Commissioners


Not Available  
\_\_\_\_\_  
JUANITA VERO, Commissioner  
Board of County Commissioners


FOR THE FEDERATION (MFPE):


DocuSigned by:  
  
\_\_\_\_\_  
AMANDA CURTIS  
President, MFPE

DocuSigned by:  
  
\_\_\_\_\_  
JEFF HOWE, Field Consultant, MFPE

DocuSigned by:  
  
\_\_\_\_\_  
TARA IVANOVITCH, Team Member

DocuSigned by:  
  
\_\_\_\_\_  
ELENA EVANS, Team Member

DocuSigned by:  
  
\_\_\_\_\_  
EMILY ANDREA, Team Member

DocuSigned by:  
  
\_\_\_\_\_  
PATTI KEARNEY, Team Member